

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-05-12521		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 01/06/2006	
6. REQUISITION/PURCHASE NUMBER PR-HQ-05-12521		7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only) Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and <u>11</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>04:00 PM</u> local time <u>3/7/2006</u> (Hour) (Date)			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:		A. NAME YVONNE D. STISO	
		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202	
		NUMBER 564-4777	
		EXT. ov	
		C. E-MAIL ADDRESS stiso.yvonne@epa.gov	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.			
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %
		30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY
		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE	
		17. SIGNATURE	
		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 PRICING OF TASK ORDERS**

(a) Task orders (TOs) may be issued on a firm-fixed price (FFP), labor hour, or time and materials (T&M) basis. The fixed rates shown in Attachment (9) shall apply for payment purposes for the duration of the contract. Attachment (8) sets forth the definitions for each of the fixed rate labor categories. If circumstances driven by the nature of the work being performed or by the labor market warrant changes to the labor categories or specifications, Attachments (8) and (9) may be modified within the scope of the contract by mutual agreement during contract performance.

(b) The rates in Attachment (9) shall also be used to price any firm fixed priced task orders issued under this contract. The firm fixed prices on any such task order will be established by multiplying these rates by agreed to hours, and adding in other direct costs (ODC) plus a profit on ODCs. Profit on ODCs shall not exceed (TBD at time of award) of ODC cost.

(c) For purposes of pricing T&M and FFP TOs, the contractor shall provide an estimate of the labor hours to be incurred by period (1-12 months, 13-24 months, etc). The appropriate labor rate from Attachment (9) will then be applied to the hours proposed to be incurred in the applicable period.

(d) The rate, or rates, set forth in Attachment (9) above cover all labor expenses, including direct labor costs, overtime, clerical labor, administrative labor, management labor, fringe benefits, overhead, general and administrative expenses, and profit. ODCs are excluded from the fixed-labor rates set forth in Attachment 9.

(e) For T&M Task orders, the Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the TOPO. The Contractor shall maintain time and labor distribution records for all employees who work under the T&M task order. These records must document time worked and work performed by each individual on all T&M task orders.

(f) For task orders performed at government facilities, the on-site rates in Attachment (9) shall be utilized to price task orders.

B.2 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984)

The following fixed rates, inclusive of all indirect costs and profit, shall apply for the duration of the contract:

See Attachment 9

B.3 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of (to be disclosed at time of award based upon the value of the successful offeror's Product Acceptance Test). The amount of all orders shall not exceed TBD at time of award.

B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 FINANCIAL SYSTEM MODERNIZATION PROJECT STATEMENT OF OBJECTIVES**

Statement of Objectives

Financial System Modernization Project (FSMP)

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1.0 Statement of Objectives

1.1 Background

The Environmental Protection Agency's (EPA) Office of the Chief Financial Officer (OCFO) is in the acquisition phase for the Financial System Modernization Project (FSMP) within its overall financial modernization plan. Implementation of the project will promote increased integration among systems, and will add new functionality, thereby improving EPA's ability to perform core financial management functions essential to achieve the Agency's mission.

The implementation will result in two broad outcomes, which are to:

1. Ensure fiscal integrity by maintaining accountability and control of resources; specifically, EPA will:
 - Establish financial control over funds, obligations, assets, and liabilities to ensure budgetary integrity;
 - Safeguard and control Agency resources to prevent waste, fraud, abuse, and mismanagement;
 - Produce reliable reports on the Agency's reported financial condition;
 - Maintain an effective financial infrastructure to ensure efficiency in financial operations; and
 - Enhance credibility and ensure public confidence through effective financial management governance, accountability and stewardship.
2. Improve program performance by providing management information and decision support that links financial and program performance:
 - Maintain efficient business processes that capture and account for the financial components of business events;
 - Enable effective decision-making at all levels of the Agency's "business lines and functions" to support cost-effective mission achievement and risk mitigation;
 - Disclose the cost and performance of EPA programs and activities to the citizens, the President, the Congress, program managers, and financial managers;
 - Increase EPA's ability to address vital public needs;
 - Improve the general performance of the Agency; and
 - Integrate budget and performance by providing full cost accounting for programs, projects, activities, and other performance measurement criteria.

For more detailed background and implementation objectives, please refer to the Concept of Operations (CONOPS).

1.2 Scope

The overall scope of the FSMP is an Agency-wide financial management system. The Environmental Protection Agency (herein referred to as EPA, Government or Agency) anticipates that the FSMP will result in an integrated solution composed of a COTS product or suite of products. The core financial system will be JFMIP-certified. The FSMP solution must provide the capabilities specified in the FSMP functional and technical requirements provided in the Requirements Response Matrices.

1.2.1 FSMP Business Areas

The FSMP business areas for which the FSMP solution must meet EPA's business and technical requirements include:

- Core Financial Management (General Ledger, Budget Execution, Payment Management, Receivable Management, and Cost/Project Management)
- Strategic Plan Management and Budget Formulation
- Property Management

See Section 1.2 of the CONOPS document for a more complete discussion of FSMP scope.

1.2.2 Non-FSMP Business Areas

In addition to providing the capabilities for the domains listed above, the FSMP solution must be able to integrate with the ongoing Agency and e-government solutions, which are identified here as “non-FSMP Business Areas.” These areas include Integrated Acquisitions (e-Acquisition), e-Payroll, Human Resources (e-HR), e-Authentication, e-Travel, e-Security, and Supporting Infrastructure. See Attachment A for a more complete discussion of these areas.

1.3 Performance Objectives

The work to be performed under this Statement of Objectives (SOO) shall be executed with a performance-based approach in order to provide the most cost-effective and technically sound solution. The Agency shall rely on the awardee’s expertise to streamline the process of completing the project milestones. The awardee shall perform all work in compliance with this SOO. The awardee shall plan and develop a solution to implement an Agency-wide financial management system that meets the FSMP Strategic Goals and FSMP Program Objectives.

1.3.1 FSMP Strategic Goals

To deliver a world-class, best value, business and financial enterprise to EPA, the FSMP should address the following strategic goals:

- Implement an Agency-wide resource management solution for the primary FSMP business areas;
- Increase efficiency and effectiveness by optimizing investments;
- Embrace and expand current initiatives; and
- Identify measurement benchmarks and exceed industry performance standards.

1.3.2 FSMP Program Objectives

In support of the strategic goals, the FSMP will meet, among other things, the following program objectives:

- Provide accurate, relevant and timely information to decision makers;
- Create a standard-based environment;
- Leverage proven technologies to advance business operations;
- Institutionalize best practices and nurture an innovative culture; and
- Comply with applicable Federal and EPA policies, standards, laws, and regulations.

1.4 Guiding Principles

The FSMP Guiding Principles will help define an integrated enterprise that has the flexibility to support evolving regulations, technologies and processes. These principles will drive the development of the FSMP solution and include:

- Alignment with the Financial Management Line of Business (FM LoB) and the President’s Management Agenda (PMA)
 - Enhance process improvements;
 - Achieve cost savings;
 - Standardize business processes and data models;
 - Promote seamless data exchange between Federal agencies; and
 - Strengthen internal controls.
- Business Services Focused Solution Architecture
 - Enable composite applications to deliver best value within EPA business lines;
 - Support shared services across Agencies within Federal Lines-of-Business;
 - Promote reusability of solution components;
 - Deliver information integrity and sharing; and
 - Ensure security and protection of sensitive information.
- Performance Based Implementation
 - Maximize use of fixed price tasks where appropriate;

- Focus on results;
- Manage risk;
- Include clear performance and quality standards; and
- Include appropriate positive and negative incentives.
- Economies of Scale and Scope
 - Consider innovative solutions; and
 - Reduce the total cost of ownership.
- Solution Driven: Requirements Driven
 - Modify processes before applications;
 - Do not be constrained by "As Is";
 - Driven by business best practices; and
 - Develop responsive solutions to changing requirements.

1.5 Contract/Interagency Agreement Activities

It is the Agency's objective to make full use of the awardee's expertise and experience in delivering solutions of the scale and scope described in the Concept of Operations document, and in the manner described in this Statement of Objectives. The implementation methodology included in the successful proposal and performance work statement shall be clearly defined and supported by deliverables, tasks, timeframes, assumptions and constraints, and shall represent the awardee's best judgement as to the solution representing the best value to the EPA. The awardee shall not implement any releases of software until development and testing are completed.

The awardee will be working as part of an integrated team including EPA staff, and separate IV&V and project management contract support.

The work will include all project phases (from initiation through closing) for the generally recognized process and knowledge areas associated with the implementation and operation of the solution described in the CONOPS. The following information is provided as a general overview of the work that will be required under this contract/IAG. The following list is neither complete nor all-inclusive, and it is not intended to prescribe a set of tasks to be issued under this contract/IAG. The information is intended to highlight specific EPA expectations and constraints. Details for individual task orders will be specified based on the successful proposal.

When submitting reports that contain recommendations, the awardee shall: (a) explain and rank policy or action alternatives, if any, (b) describe procedures used to arrive at recommendations, (c) summarize the substance of deliberations, (d) report any dissenting views, (e) list sources relied upon, and/or (f) otherwise make clear the methods and considerations upon which recommendations are based. The Government will make all final decisions under this contract.

1.5.1 Planning and Evaluation

Planning and evaluation activities will be required throughout the entire lifecycle of the FSMP solution. The awardee's planning and evaluation efforts will include, but are not limited to:

- Scope, including the evaluation of the FSMP target environment described in the CONOPS;
- Schedule, activity and costs;
- Quality and risk;
- Data conversion and migration;
- Business process change and configuration;
- Development, testing and performance; and
- Communications and team development.

1.5.2 Requirements

The Awardee's solution shall comply with the requirements for the FSMP solution as stated in the Requirements

Response Matrices included in the contract/IAG. The awardee shall identify and manage changes to requirements as the FSMP solution progresses through its lifecycle.

1.5.3 Product Acceptance Test

The objective of the product acceptance test (PAT) is to identify more fully application limitations, identify likely business process changes, and gain user acceptance prior to full development and deployment. The awardee shall conduct a PAT using the configuration that demonstrates the solution meets the requirements indicated as met “out-of-the-box” in the awardee’s response to the Requirements Matrix. The awardee shall complete the PAT within the timeframe and acceptance metrics proposed by the Awardee and accepted by the Government.

1.5.4 Implementation and Integration

The implementation of the FSMP solution shall be completed in accordance with the awardee’s proposed implementation plans. The implementation activities shall include, but are not limited to installation, configuration, testing and required changes. The awardee shall also ensure that the FSMP solution integrates with the relevant components of the Agency’s enterprise architecture and with external sources as identified in the CONOPS. The awardee is responsible for providing all software, hardware and infrastructure needed for pre-production FSMP environment(s). Full access to these environments from EPA sites must be provided.

1.5.5 Business Process Reengineering

FSMP will result in new and standardized ways of doing business at EPA. To facilitate this change, the awardee shall perform business process reengineering (BPR) to maximize effectiveness of the human capital, process and information technology investments. The Awardee shall provide the majority of the logical-level business process redesign during the fit-gap portion of the requirements phase of the FSMP. However, the awardee shall provide additional BPR support throughout the project lifecycle as needed to ensure effective transitions to the new ways of doing business. All BPR efforts should align with the CFO Council’s Financial System Integration Committee (FSIC) efforts to standardize federal financial processes.

1.5.6 Data Migration/Conversion

The awardee shall conduct all activities required to successfully convert and migrate existing data from its current location(s) and format(s) to the new physical location(s) and format(s) defined by the FSMP solution.

1.5.7 Training

Training will be one of the most critical aspects for the success of FSMP. The training strategy will need to be defined, training material developed, and training conducted throughout the implementation. The awardee shall ensure that training is provided to applicable EPA staff during all phases of the implementation, including those staff involved with the PAT, BPR, and system administration activities. End-user training on the new FSMP solution shall be provided to all affected EPA staff prior to the solution being rolled-out throughout the EPA. The training provided by the awardee shall ensure that all affected EPA staff will be able to utilize the solution to perform the financial management duties applicable to their job positions within the Agency for the FSMP business areas described in the CONOPS. The Agency must critically review and approve all training materials before any training is conducted.

1.5.8 Application Hosting

The FSMP solution will be required to be hosted and supported at a designated facility consistent with the goals and objectives of the FM LoB, the e-Security, and the e-Authentication e-Gov initiatives. Prior to production deployment, the Awardee shall be required to provide documentation necessary to transfer integration and hosting responsibilities to production entity.

EPA expects that the hosting service will include the following services:

- Basic Data Center, manage the computers and infrastructure;

- Manage the application, help desk, break - fix, run jobs, small patches; and
- Systems development and integration including major new releases;

All tasks involving wide area and local area networks shall be performed by or in cooperation with EPA network and support personnel. The awardees' ability to directly impact the technical environment shall be limited to the hosting environment and the hosting side of the network connection at the hosting site.

Desktop, local server, LAN and WAN implementation, integration, operation and maintenance activities will be performed by other EPA support and awardee personnel in coordination with the FSMP awardee/COE. Planning of these activities shall be accomplished via coordination with EPA's Office of Technology Operation and Planning. FSMP Help Desk support will be provided by the awardee as 2nd tier, with 1st tier support provided by the EPA Help Desk.

1.6 Deliverables and Reports

At a minimum, the FSMP Project will require those deliverables specified in the EPA System Lifecycle Management Policy and modified in the FSMP System Management Plan to be completed at designated points throughout the FSMP solution lifecycle. The awardee may propose additional deliverables it feels is necessary to proper tracking and documentation of project activities. Also, additional deliverables may be required by the Government, which will be specified in individual Task Orders.

In addition to the deliverables identified above, the awardee shall provide periodic reporting as specified in each task order on the status of the tasks and deliverables. Reporting shall include program status tracking procedures including Earned Value Management, deliverable quality ratings and other procedures as defined by the Agency.

1.7 Security

Prior to commencement of work, contractor personnel shall be required to sign a "Certification of Confidentiality and Non-Disclosure" form. All contractors working on site at EPA shall comply with the personnel identity verification requirements of Homeland Security Presidential Directive (HSPD-12) and Federal Information Processing Standard (FIPS) 201. Attachment B to the Statement of Objectives includes the EPA policies and procedures which will be implemented to comply with HSPD-12. Contractor personnel shall abide by EPA's security regulations. The awardee shall require all subcontractors under the contract to comply with the terms of the above paragraph, and with Attachment B of the SOO.

1.8 Period of Performance and Delivery Schedule

The maximum potential period of performance for the successful Awardee's contract/IAG is ten (10) years. The awardee shall comply with the delivery schedule accepted as part of its successful proposal.

1.9 Place of Performance

The majority of the implementation work under this contract/IAG will be performed in the metropolitan Washington D.C. area unless otherwise stated within an individual Task Order. Travel to Research Triangle Park, NC, Cincinnati, OH, and Las Vegas, NV among other locations may be required.

1.10 Government Furnished Equipment

The awardee shall be provided Government Furnished Equipment (GFE) for work performed on a Government site. A description of all GFE is included in clause G.1, entitled "Government Furnished Property for FSMP".

1.11 EPA Partnership Philosophy

EPA envisions the Government-Awardee partnership as an open, collaborative and professional relationship in which both will work together to:

- Consistently take steps to understand EPA's business issues and opportunities;

- Strive to enhance performance and improve quality;
- Ensure its products and services deliver tangible and meaningful business benefits; and
- Work collaboratively with other EPA Contactors and other Government agencies to meet the objectives of EPA initiatives.

The EPA is receptive to innovative and creative solutions, within the scope of the contract, to achieve the above objectives that transcend any included requirements.

Attachment A
Non-FSMP Business Areas

Human Resources

The FSMP solution shall integrate with the Agency's PeopleSoft based Human Resource Management System (HRMS). In addition, the FSMP solution shall be sufficiently flexible to adapt to a future external service provider from an HR Center of Excellence as described in the Administration's HR Line of Business initiative.

e-Travel

In coordination with EPA's selected Northrop Grumman Mission Systems travel solution, FSMP must assist EPA in transitioning to e-Travel in accordance with the terms and conditions of the GSA's e-Travel contracts.

e-Payroll

The FSMP solution shall be integrated with the Defense Finance and Accounting System (DFAS) e-Payroll system. DFAS has been selected to handle payroll services for EPA; services are expected to begin in March 2006. The FSMP solution must be able to interface with DFAS when required by business processes. This solution also must reflect a decision about whether to retain EPA's PeopleSoft – based labor distribution application, or replace it with functionality from the core financial or third party application.

e-Acquisition

The FSMP solution shall be integrated with the Integrated Acquisition Environment (IAE), which enables agencies to leverage government-wide shared services for common functions. IAE goals are to: 1) create a simpler, common, integrated business process for buyers and sellers that promotes competition, transparency and integrity; 2) increase data sharing to enable better business decisions in procurement, logistics, payment and performance assessment; and 3) take a unified approach to obtaining modern tools to leverage investment costs for business related processes.

e-Authentication

The FSMP solution shall be implemented consistent with the goals of the e-Authentication initiative, which are to: 1) build and enable the mutual trust needed to support wide-spread use of electronic interactions between the public and Government, and across governments; 2) minimize the burden on the public when obtaining trusted electronic services from the Government, and across governments; and 3) deliver common, interoperable authentication solutions, ensuring they are an appropriate match for the levels of risk and business needs of each E-Government initiative.

e-Security

In March 2005, OMB initiated a task force to address the Information Technology (IT) Security LoB. The IT Security LoB task force will identify problems and propose solutions to strengthen the ability of all agencies to: (1) conduct training, specialized training and knowledge sharing; threat awareness and incident response capability; program management; security lifecycle; selection, evaluation, and implementation of security products; and (2) defend against threats, correct vulnerabilities, and manage resulting risks (including those specific to a single agency or shared among other agencies).

Supporting Infrastructure Capabilities

The FSMP solution needs an effective and robust technical infrastructure to meet the goals outlined by EPA. Two areas that will help lay the supporting infrastructure for the FSMP solution include business automation (BA) and business intelligence (BI). These components must be reusable across the Agency in accordance with the EPA Enterprise Architecture.

Business Automation

EPA requires an Agency-wide, enterprise solution for “back office” business automation, which includes capabilities for document/content management, workflow, workload management, business process management (BPM) and collaboration. The business automation capabilities will provide the ability to meet the immediate business automation needs as well as future requirements in the back office environment. The FSMP solution will leverage OCFO’s implementation of application integration tools based on the Websphere platform.

Business Intelligence

Business Intelligence (BI) is focused on gathering and presenting critical information to key decision makers. BI encompasses data warehousing, business analytic tools, as well as content/knowledge management. BI leverages the information gathered from refined organizational data sources and provides management and analysts the intelligence needed to make knowledgeable decisions.

The FSMP solution must fully integrate with EPA’s Administrative Data Warehouse (ADW) implementation. EPA’s ADW is being structured to maximize performance, usability, data integrity and quality, data integration, and data management. The ADW will deliver a common view of EPA’s administrative data organized to support analysis, reporting, and EPA’s strategic decision-making. The ADW includes all business lines covered by the administrative domain of the Agency’s Enterprise Architecture (e.g., finance, budget, strategic planning, contracts, grants, payroll, HR).

The Agency selected Oracle Application Server 10g platform as the technology framework for enterprise portal development and Business Objects as the enterprise business intelligence tool. Also, the Agency has selected Informatica as the standard ETL platform, and OCFO has selected Websphere as the standard EAI platform.

Attachment B

Agency Personal Identity Verification Procedures for Contractor Personnel

Background:

Homeland Security Presidential Directive-12 (HSPD-12), signed by President Bush on August 27, 2004, sets forth the policy of the United States to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, Government-wide common identification standard for Government employees and contractor employees for gaining physical access to Federally controlled facilities and logical access to Federally controlled information systems. Secure and reliable forms of identification (badge) are (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued only by providers whose reliability has been established by an official accreditation process.

The requirements of HSPD-12 are implemented through the Federal Information Processing Standards Publication (FIPS) 201 and guidance from OMB policy memorandum M-05-24, dated August 5, 2005. These policies require personal identity verification (PIV) and suitability determinations (background investigation) for all affected contractor and subcontractor personnel before issuance of a PIV Card (badge) when contract performance requires contractors to have physical access to a Federally controlled facility or access to a Federal information system.

In compliance with Federal requirements, a FAR case is in development. Pending publication, the FAR will require agencies to include their PIV procedures for contractor personnel that implement HSPD-12, FIPS PUB 201 and OMB guidance M-05-24, dated August 5, 2005, in solicitations and contracts that require the contractor to have physical access to a Federally controlled facility or access to a Federal information system. The FAR will also have an associated FAR clause "Personal Identity Verification of Contractor Personnel" that requires the contractor to comply with agency PIV procedures of contractor personnel that implement HSPD-12.

EPA has developed a master plan to implement the requirements of HSPD-12, FIPS 201, and OMB guidance, M-05-24. The plan provides for a phased in approach for facilities and information systems over several years, but must be completed for all affected contractor personnel by October 2007. Authentication of an individual's identity is a fundamental component of physical and logical access control processes. An accurate determination of identity is needed to make sound access control decisions. The procedures below are the agency's personal identity verification and suitability procedures to implement HSPD-12, FIPS PUB 201 and OMB guidance M-05-24, for contractor employees.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel.

All individual contractor and subcontractor employees (hereafter referred to as "contractor") whose work under the contract requires physical access to an EPA controlled facility or logical access to an EPA information system for six months or longer, must be prepared to submit to a National Agency Check with Inquiries (NACI) or higher level investigation, if required, and have their fingerprints taken at an EPA designated facility. The background investigation is performed by the Office of Personnel Management (OPM) for EPA. Contractor employees shall provide all information required in the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and provide fingerprints. Only contractor employees who work on-site at the Agency for at least 24 hours a week for 6 months or longer will be eligible to receive credentials (Identification badge).

Contractor employees who have a favorably adjudicated Federal background investigation at the NACI level, or above, completed within the past 5 years, will not require an additional investigation unless one is requested by the contracting officer or the contracting officer's representative (COR). However, these employees must still submit an SF 85P, but need only provide their name and social security number. All contractor employees must be fingerprinted at an EPA authorized site.

During performance of this contract, in accordance with EPA's master implementation plan, the contractor will be notified that a NACI, or higher level investigation, and fingerprints are required under the contract. At that time, contractor employees will be required to submit a completed SF 85P. The contractor will be instructed of the date, place, and time for fingerprinting. The SF 85P is available online at:

<http://www.opm.gov/Forms/html/sf.asp>

The contractor employee must appear in-person at least once before the issuance of a PIV credential. When reporting in person to the EPA facility for fingerprinting, contractor employees must provide two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. At least one document shall be a valid State or Federal government-issued picture identification (ID).

EPA Contractor Badges. Until notified by the contracting officer or COR of the implementation of the PIV and suitability requirement for this contract, contractor employees will be issued EPA Contractor identification badges.

Foreign Nationals. Contractor employees who are foreign nationals requiring physical access to an EPA controlled facility, or access to an EPA information system for longer than six months, must submit an SF 85P and have their fingerprints taken at an EPA facility, as noted above. In addition, foreign nationals must submit proof of their official legal status in the U.S., and continuous residency for the prior two years from date the SF 85P is submitted to EPA.

6 months or Less. Contractor employees requiring physical access to an EPA controlled facility or access to an EPA information system for less than 6 months may be subject to the same requirements, as discussed. However, at a minimum, these contractor employees must have their fingerprints taken, but are not required to submit a completed SF 85P, unless notified by the COR. These contractor employees may have limited and controlled access to facilities and information systems.

NOTE: Information contained on the SF-85P forms may demonstrate that the employee is not suitable to be given access to an EPA facility or an EPA information system. The contractor should be aware that information on the SF 85P will be screened by EPA. For individuals with admitted derogatory information, issuance of a provisional credential may be delayed pending further investigation. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Any contractor employee found unsuitable to perform as a result of screening or suitability determinations shall be immediately replaced by the contractor. The following are possible "red flags":

Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);

Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);

Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);

Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P)

b) When the contractor Program Manager (PM) is notified of the implementation of the PIV and Suitability of Contractor Personnel, the PM shall submit to the EPA COR, the following summary information, in addition to the required individual information, discussed above:

- * Contract number
- * Name, address and phone number of contractor with point of contact
- * Names of all contractor employees submitting an SF 85P.
- * Names of contractor employees claiming to have a previous favorably adjudicated Federal background investigation on record.

c) All PIV Cards (badges) must be returned to the COR or EPA badging office at the conclusion of the contract, or when contractor on-site services are no longer required. Failure to return all credentials will result in a cost of \$15 per badge/credential.

d) This requirement must be incorporated into all subcontracts wherein employees whose work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system, for longer than six months.

e) Contractors and their employees have the right to appeal the determination to deny or revoke credentials. The contractor will submit their appeal to the COR. Once EPA has issued a decision on the appeal, it is final and not subject to further appeal.

f) Definitions:

“EPA information system” means – an information system [44 U.S.C. 3502(8))] used or operated by EPA, or a contractor of EPA or other organization on behalf of the agency.

"EPA Controlled Facilities" means --

EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which is under the jurisdiction, custody or control of the agency;
EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only; and
Government-owned contractor-operated facilities, including laboratories.

The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal employees are hosted unless specifically designated as such by the sponsoring department or agency.

“Logical Access” means-- Logical access is the process for determining how users are granted access to data in information systems through access control procedures such as identification, authentication and authorization to verify the security level of the identification badge and the security level of information being accessed.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "TBD at time of award _____" dated _____, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's

National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf.>)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with

written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

D.1 Packaging and Marking

(a) Packaging and Marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery to the destination.

(b) All data and correspondence submitted to the Contracting Officer (CO), the Project Officer (PO) and/or the Task Order Project Officer (TOPO) shall reference:

1. The contract number;
2. The task order number; and
3. The names of the CO, PO, and TOPO

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED-PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 Applicability of Certain Section E Clauses

The following Section E clauses only apply to task orders issued on a fixed-price basis:

52.246-2	AUG 1996	INSPECTION OF SUPPLIES-FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES-FIXED PRICE

The following Section E clauses only apply to task orders issued on a time and materials or labor hour basis:

52.246-6	MAY 2001	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR
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All other clauses listed in Section E apply to all task orders.

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Task Order Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

__TBD at time of award_____

E.4 EXIT CRITERIA

The awardee shall be issued a task order for performance of the Product Acceptance Test (PAT), in accordance with the successful proposal's performance work statement. The price for the product acceptance test represents the minimum ordering amount under the contract or interagency agreement. Unsuccessful completion of the PAT shall result in termination of the contract/IAG. This clause shall not be construed to take precedence over the Default clause of the contract.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish four (4) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
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1	Administrative Contracting Officer
1	Alternate Task Order Project Officer
1	Project Officer
1	Task Order Project Officer

F.3 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.4 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from date of award through date of award + five (5) years.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 Government Furnished Property for FSMP**

The Government will provide space for the successful offeror's project team on the third floor of the EPA's 633 3rd Street office. This will include five (5) enclosed offices and 24 cubicles. The space includes modular furniture and is configured as shown in the schematic included as Attachment 3. All contractor space shall be clearly marked to avoid any likelihood that contractor personnel could be confused with EPA employees.

Contractors shall properly identify themselves as contractor employees. Contractors shall always identify themselves orally by their name and organization, and shall physically display through their dress or identification cards their name and organization.

G.2 PLACEMENT OF TASK ORDERS**(a) Request for Task Order Proposals**

(1) The types of Task orders to be issued under this contract include T&M, Labor Hour or Firm Fixed Price. Each task order will be subject to the appropriate clauses and provisions that apply to that type of task order. Task orders will be issued as Performance Based orders to the maximum extent practicable.

(2) Each written request will include the following:

- i. The Performance Work Statement (PWS);
- ii. The components of offer (cost proposal, ODC ceiling, project plan, if required)
- iii. Type of task order to be issued (e.g., FFP, Labor Hour or T&M)
- iv. Time frame for submission of the offer;
- v. Quality Assurance Surveillance Plan in the format shown in Attachment (TBD at time of award), if required; and
- vi. Any other relevant instructions to the contractor.

Generally, the Performance Work Statement will conform with the original proposal submitted by the vendor in response to the contract-level solicitation, however, the Government reserves the right to alter the description of services, within the scope of the contract, in accordance with the Changes clause of the contract.

(b) Task Order Proposal Submission

(1) The contractor shall acknowledge receipt of a request for task order proposal. The contractor shall submit an offer to the Contracting Officer within 10 working days of receipt of a request, unless otherwise specified therein.

(2) Proposals shall be based on the fixed loaded labor rates set forth in the Attachment (9). Ceilings for T&M TOs shall be determined by multiplying proposed hours by the rates contained in the aforementioned clause, plus ODCs. These same rates shall be used in calculating firm fixed prices for FFP TOs, as provided in Clause B.1, Pricing of Task Orders.

(3) The technical component of an offer must include for each major subtask, as appropriate, for the prime and any subcontractor(s):

- i. Technical approach to perform the order, if required;
- ii. Staffing plan, if required;
- iii. Delivery schedule;
- iv. Any other requested information.

(4) The cost component must include a breakdown of costs for each major subtask and an overall summary for the full task for the prime and any subcontractor(s).

(5) Costs associated with the submittal of proposals for individual task orders shall not be reimbursed as direct charges against the contract.

(c) Task order Issuance

The Contracting Officer may issue task orders by regular mail, facsimile or by electronic commerce methods.

G.3 AGENCY SMALL BUSINESS SUBCONTRACTING GOALS

The EPA is strongly committed to support small business. The contractor's goal for all subcontracting dollars is fifty percent (50%) for small business. Of the 50% goal for small business, the following table represents sub-category goals for allocating funds among small disadvantaged, woman-owned, HUBZone, and service disabled veteran small businesses:

Small Disadvantaged Businesses	20%
Woman-Owned Small Businesses	7.5%
HUBZone Businesses	3%
Service-Disabled Veteran Small Businesses	3%

The contractor shall be familiar with and shall periodically review the published Agency goals for small business utilization. EPA's Agency goals are published to the following website: <http://www.epa.gov/osdbu/goals.htm>

G.4 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

- (a) The Government will order any supplies and services to be furnished

under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.5 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment (TBD at time of award).

G.6 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block __12__ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be

used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.7 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates

discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that

are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.8 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt

of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.9 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the

cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management (3802R)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the

affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.10 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.11 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

TBD at time of award

G.12 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (JUL 2004) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.

a. Upon award of a contract, the EPA CO delegates the functions of property administration and plant clearance (disposal) for the contract to the EPA Property Administration Office.

b. For contracts containing significant dollar amounts of Government property or contracts that present a high risk to the Government, the EPA Contract Property Coordinator (CPC) will re-delegate the contract to the Defense Contract Management Agency (DCMA) for property administration and plant clearance. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). Once delegated to DCMA, the DCMA PA is available to the contractor for assistance in all matters of property administration.

c. If the contract is not delegated to DCMA for administration and/or plant clearance, any reference to PA and/or PLCO shall be construed to mean EPA CPC.

d. Notwithstanding the delegation, as necessary, the contractor may contact the cognizant EPA CO. In the event of disagreement between the contractor and the EPA CPC or the DCMA PA/PLCO, the contractor should seek resolution from the cognizant EPA CO.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as equipment, Superfund site equipment, and special test equipment, for the purpose of this report, must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is

\$25,000 or more.

e. These reports are due at EPA no later than October 5 of each year. If October 5 is not a business day, the report is due on the first business day following October 5.

f. Distribution shall be as follows:

Original to: EPA CPC

1 copy: DCMA PA, if contract is administered by DCMA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 Federally Mandated Changes to the Financial Management System**

The Government reserves the right to issue task orders for services required to implement new, federally-mandated requirements for federal financial management systems, if the Agency is directed to comply with the requirements during the term of the contract. Such work will constitute a change within the general scope of this contract in the description of services to be performed, and will be processed in accordance with the terms of the "Changes" clause of the contract.

H.2 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.3 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform

files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a

waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) Violations.

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized

by the Contracting Officer.

H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.6 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (APR 2004) ALTERNATE V (APR 2004) DEVIATION

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) During the life of this contract or the life-cycle of the implemented software solution, whichever is later, the Contractor will be prohibited from entering into contractual agreements with the EPA for the purposes of providing independent validation and verification (IV&V) support or for performing internal control reviews on the Agency's core financial system or

any software solution proposed and implemented as part of the FSMP, unless otherwise authorized in writing by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.7 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial

certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,
 1 = Poor,
 2 = Fair,
 3 = Good,
 4 = Excellent,
 5 = Outstanding,
 N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
 Cost Control,
 Timeliness of Performance,
 Business Relations,
 Compliance with Labor Standards,
 Compliance with Safety Standards, and
 Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance

category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and

the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.9 Task Order Types

This is an Indefinite Delivery/Indefinite Quantity task order contract. Task Orders may be issued on a firm-fixed price, labor hour, or time & materials basis, at the discretion of the Government.

(a) In accordance with FAR subpart 37.102(a)(2), individual task orders will be issued using the following order of precedence:

- (i) A firm-fixed price performance-based task order.
- (ii) A performance-based task order that is not firm-fixed price.

H.10 EARNED VALUE MANAGEMENT

Earned value management is a project management tool that integrates the project scope of work with schedule and cost elements for optimum project planning and control. The qualities of earned value management systems are described in American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) Standard- 748-1998, Earned Value Management Systems (EVMS), approved May 19,1998. The use of EVMS is now a key requirement of the Office of Management and Budget funding projects. The contractor shall use an earned value management system that is ANSI/EIA Standard 748-1998 compliant.

The Contractor shall develop an initial Project Management Plan (PMP) for completing all requirements in the proposed Performance Work Statement , to document high-level project objectives, an overall schedule with key

milestones and deliverables identified for each task, and a schedule of planned updates to the Plan. The schedule for delivery of the PMP will be specified at time of task order issuance. The project schedule shall be prepared using Microsoft Project 2003, and shall include all the tasks or steps for all parties (EPA and Contractors), resources (including EPA, EPA system support contractor resources, and Independent Verification and Validation contractor resources), and task start and end dates. The Contractor shall deliver a revised initial Project Management Plan that incorporates EPA comments. Upon acceptance by EPA, the Plan will be baselined and be used to monitor and track project progress. The PMP is intended to form the basis for overall earned value management.

EPA will contract with a vendor to perform the Project Management Office and Independent Verification and Validation support services. In addition, many of EPA's systems are maintained by contractors. The Contractor shall describe their approach for working with these EPA contractors in the Project Management Plan.

The Contractor shall provide Project Management Plan updates to the Project Officer (PO) and key EPA project management leads or other assigned staff as part of the Monthly Status Meetings. During these plan update meetings, the Contractor shall discuss major issues and challenges as well as the status of project performance against plan. In addition, the Contractor shall provide ad hoc plan updates and briefings, as requested by EPA.

Deliverables:

- 1 Initial Project Management Plan
- 2 Project Management Plan Updates

Meetings and Reports

The Contractor shall prepare for and attend various meetings in support of this project, to include:

Entrance Meeting. An entrance meeting with the PO and other EPA officials on the overall approach to performing the work shall take place within 5 business days of submission of the draft Project Plan. Meeting topics include project work products and recommendations for actions to enhance project management (including streamlining), reduce risks, reduce cost, and reduce time for implementation.

Monthly Progress & EVM Reports. The Contractor shall prepare and submit a monthly status report to the PO. The Contractor shall also submit monthly updates of the actual cost and schedule data elements on the Microsoft Project Plan, which will be used to compute the EVM calculations for the project performance standards. The reports are due by the 10th business day of the subsequent month. Minimum content requirements on the monthly status reports are listed below:

- Task order number
- Funds expended and remaining
- A narrative review of work accomplished during reporting period and/or significant events, as well as an assessment of work being completed on

- schedule and within budget
- Status of all ongoing activities in accordance with the Project Management Plan
- Identification of problems (including issues that may impact work performance) encountered and recommended solutions
- Anticipated activity for the next reporting period

The PO will approve the format of the reports. The Contractor shall modify the format or subject content of the reports at the direction of the PO. Additionally, the PO may require the Contractor to submit ad hoc reports (oral or written) as needed, not to exceed 10 ad hoc reports.

H.11 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984)

(a) The Government has the option to extend the effective period of this contract for 5 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

Period	Minimum Amount	Maximum Amount
-----	-----	-----
Option Period I	\$100,000.00	TBD at time of award
Option Period II	\$100,000.00	TBD at time of award
Option Period III	\$100,000.00	TBD at time of award
Option Period IV	\$100,000.00	TBD at time of award
Option Period V	\$100,000.00	TBD at time of award

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
-----	-----	-----
Option Period I	Award Date + 5 Years	Award Date + 6 Years
Option Period II	Award Date + 6 Years	Award Date + 7 Years
Option Period III	Award Date + 7 Years	Award Date + 8 Years
Option Period IV	Award Date + 8 Years	Award Date + 9 Years
Option Period V	Award Date + 9 Years	Award Date + 10 Years

H.12 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.13 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.14 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401)

provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.15 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.16 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or

from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA

employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.19 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000) DEVIATION

It is anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. The following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.20 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key

personnel:

Project Manager
 Business Process Re-engineering Expert
 Functional Team Lead
 Technical Team Lead

(b) During the first twelve (12) months of contract performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial twelve (12) month period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.22 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.23 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 30 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 60 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.24 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.25 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	FEB 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)

		1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	SEP 2005	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	SEP 2005	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE II (APR 1984)
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-24	FEB 1997	LIMITATION OF LIABILITY-HIGH VALUE ITEMS ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 APPLICABILITY OF CERTAIN SECTION I CLAUSES

The following Section I clauses only apply to task orders issued on a fixed-price basis:

52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNT FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE II (APR 1984)
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

The following Section I clauses only apply to task orders issued on a time and materials basis:

52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.245-5	AUG 1996	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS

All other clauses listed in Section I apply to all task orders.

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of contract award through Date of contract expiration.

(b) All delivery orders or task orders are subject to the terms and

conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$20,000,000.00;

(2) Any order for a combination of items in excess of \$50,000,000.00;

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders

issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months beyond the expiration date of the contract.

I.7 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _two(2) months of contract expiration.

I.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this

contract.

I.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01311 - Secretary I	16.11
01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01400 - Supply Technician	21.45
01460 - Switchboard Operator-Receptionist	12.06

01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
29480 - Technical Writer	28.55
99050 - Desk Clerk	9.78

I.10 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.11 Application of Special Works Clause

(a) If the contractor is unsure whether the Rights in Data-Special Works clause incorporated in this contract (FAR 52.227-17) applies to work being performed under a specific task order, the contractor shall submit a notice to the Contracting Officer in writing which identifies the deliverable in question, and which requests a determination regarding the applicability of the Rights in Data-Special Works clause. The Contracting Officer will notify the contractor of the Government's determination within 30 calendar days, if possible.

I.12 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.13 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004) (FAR 52.244-6) (JUL 2005) DEVIATION

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15

U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www.epa.gov/oamrfp12/ptod/epaar.pdf>

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by

the addition of "DEVIATION" after the name of the regulation.

**I.16 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING
PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)**

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NLRB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided

by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
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1	MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS
2	INVOICE PREPARATION INSTRUCTIONS
3	GOVERNMENT FACILITIES
4	CONCEPT OF OPERATIONS DOCUMENT
5	INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS
6	MINIMUM QUALIFICATIONS MATRIX
7	REQUIREMENTS RESPONSE MATRICES
8	LABOR CATEGORIES
9	FIXED RATE LABOR RATES
10	EPA LEGACY SYSTEM TABLE
11	CLIENT AUTHORIZATION LETTER
12	PAST PERFORMANCE QUESTIONNAIRE
13	OMB LOB MIGRATION LETTER
14	NON-DISCLOSURE AND DISPOSITION OF SENSITIVE INFORMATION CERTIFICATIONS
15	DUE DILIGENCE CHECKLIST
16	SOLUTION DEMONSTRATION--BUSINESS SCENARIOS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not personally participated, and will not

participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.5 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2005) DEVIATION

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR			
Clause #	Title	Date	Change

_____Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any

of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance	Name and Address of Owner
(Street Address, City,	and Operator of the Plant

State, County, Zip Code) or Facility if Other than
 Offeror or Respondent

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is ___541512.

(2) The small business size standard is __\$21 Million in average annual revenues.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]* The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the

requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole

or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.(1) General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[](i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[](ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13

CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.13 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract

will be at least the amount required by the applicable contract specifications.

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

**K.15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE
(FAR 52.227-15) (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states *[offeror check appropriate block]*--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.16 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in

pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is

subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.17 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.18 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.19 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations,
Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.237-1	APR 1984	SITE VISIT

L.2 Proposed Contract Start Date

For proposal preparation purposes, offerors may assume a contract start date of September 1, 2006.

L.3 DISCLOSURE REQUIREMENTS FOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) The proposed contract requires that the awardee provide financial system planning, integration, implementation, and operations and maintenance support. An offeror shall specifically disclose 1) whether they have any business or financial relationships with the acquisition planning and evaluation support contractor, Booz Allen Hamilton, or 2) whether they are performing any work that potentially conflicts with work envisioned under this solicitation. Areas of potential conflict are identified in paragraph (c) of this provision.

(b) Provision K., ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72), requires the offeror to certify whether it is or is not aware of any potential organizational conflict of interest. If the offeror is aware of a conflict, then Provision L., ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70), requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a

potential organizational conflict of interest. Firms responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate organization, including parent company, sister companies, affiliates, subsidiaries, and other interests held by the offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. The EPA contracting officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(c) The Agency has determined that firms directly engaged in or having significant business or financial relationships with Booz Allen Hamilton may have a significant organizational conflict of interest in relation to the requirements of this solicitation. In addition, the Agency has determined that vendors involved in the performance of an agency contract which 1) analyzes the existing financial management system, 2) develops recommendations for the Agency related to the proper methodology for implementing the new system, or 3) assists with the development of the Government's requirements documents or solicitation elements may have organizational conflict of interest concerns which preclude them from receiving an award.

(d) The purpose of requiring the information covered by paragraph (b) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest with respect to individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to the implementation and operation of federal financial management systems. Accordingly, the fact that a firm has worked in the past with Booz Allen Hamilton on a federal financial management effort will not necessarily disqualify the firm from consideration for award on the basis of actual or potential conflicts of interest (COI). There is no precise formula for determining whether a firm's business or financial relationships or its past, present, or future effort would result in a determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational conflict of interest concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its activities and relationships will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L.4 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b)

are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

L.6 SOO DOCUMENTS AVAILABLE ONLY ON THE EPA INTRANET

Due to the sensitive nature of the following document, it will only be made available in hard copy. Copies should be requested from the Contracting Officer. Any firm wanting a copy of the document is required to sign a non-disclosure and a disposition certification regarding handling and usage of this information. See Attachment 14 for a copy of the non-disclosure and the disposition certifications.

Agency Network Security Policy Order Number 2195.1A4

L.7 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Yvonne D. Stiso

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
7th Floor, Room 71230, Mail Code 3803R
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Mail Code 3803R
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.8 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by

reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>
<http://www.epa.gov/oamrfpl2/ptod/epaar.pdf>

**L.9 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
 (APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.10 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP
 52.210-155) (JUL 1990)**

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

**L.11 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72)
(AUG 1999)**

Instructions for the preparation of proposals are included as Attachment 5 to the solicitation. All offerors shall prepare and submit their proposals in accordance with the instructions contained in Attachment 5.

**L.12 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73)
(AUG 1999)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

(e) Cognizant Government:

Audit

Agency:-----

Address:-----

Auditor:-----

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:
Government cost-reimbursement type prime contracts and
subcontracts
\$ _____
Government fixed-price prime contracts and subcontracts ...
\$ _____
Commercial Sales.....
\$ _____
Total Sales.....
\$ _____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year.....
 \$ _____
 Total Sales for Second Preceding Fiscal Year.....
 \$ _____

(g) Is company a separate rate entity or division?..

Yes _____
 No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

Standard	Estimated/ actual cost	cost

Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Accumulating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Has your cost estimating system been approved by any Government agency?

Yes _____ No _____

If yes, give name, date or approval, and location of **agency**:

Has your cost accumulation system been approved by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and address of **agency**:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation

Fringe Benefits.....	-----	-----
Overhead.....	-----	-----
G&A Expense.....	-----	-----
Other.....	-----	-----

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

Date of last preaward audit review by a Government **agency**:

If the answer is no, data supporting the proposed rates must

accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting
Department-----

Contracting
Department-----

Other
(describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes _____ No _____

If yes, name and location of the Government **agency**:

Period of
Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes _____ No _____

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.13 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that

indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 20 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

Unless the question is of a general nature and not specific to a particular portion of the Request for Proposal, each question submitted must cite the particular solicitation document (i.e. Statement of Objectives, Requirements Response Matrices, etc...) and the paragraph number/section for which the question pertains.

L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and

shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.16 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)

Offerors should use the labor classifications set forth in Attachment 8 when preparing their technical and cost proposals. Offerors may propose labor categories other than those identified in Attachment 8, but they must show how company categories are mapped to the RFP categories.

(a) Definition of labor classifications. The direct labor hours proposed should represent professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the direct labor hours proposed should represent workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) When identifying individuals assigned to the project, specify in which of the categories listed in Attachment 8 the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

L.17 SUBMITTAL OF CONFLICT OF INTEREST PLAN

As part of the initial offer, offerors shall submit an Organizational Conflict Of Interest (COI) Plan which outlines the procedures in place to avoid, neutralize or mitigate Conflict of Interests, whether actual or potential, throughout the period of performance of the contract. As stated in Attachment 1, the plan shall address step by step the checks and balances in place to detect potential or actual COI, organizationally and with personnel, that could result from activities covered in the Statement of Objectives.

The plan shall be evaluated in accordance with the provision in Section M entitled "Evaluation of Conflict of Interest Plan." Included as an attachment to this solicitation is the Agency's Minimum Standards for Conflict of Interest Plans (Attachment 1). The minimum standards set forth the criteria which the offeror's COI plan must meet in order to be acceptable to the Agency.

L.18 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: _____N/A_____

(b) 8(a) Program: Not Applicable

L.19 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9. The Offeror shall provide its Subcontracting Plan as Appendix A to Volume 3. For Public Offerors, submit your agency's subcontracting goals and describe how your proposed subcontracting plan meets your agency's goals.

L.20 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.21 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (AUG 2004)

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bids/proposals.

Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bids/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR

14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building (Room 61107), 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery

services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Address Instructions:

For US MAIL:

Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals:

Date Time

Solicitation Number:

Offeror's Name and Address:

For Other Than US MAIL

U.S. Environmental Protection Agency
 Office of Acquisition Management
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ronald Reagan Building, 6th Floor, Room 61107
 1300 Pennsylvania, Avenue, N.W.
 Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals:

Date Time

Solicitation Number:

Offeror's Name and Address:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 CONTRACTOR EVALUATION SUPPORT

Offerors are hereby notified of EPA's intent to utilize the services of Booz Allen Hamilton to assist with the evaluation of proposals submitted in response to this solicitation, as authorized under FAR 37.204. Booz Allen Hamilton staff providing evaluation support are subject to conflict of interest regulations, nondisclosure agreements, and confidentiality restrictions. All final decisions regarding proposals shall be made by Government personnel, not by contractors.

M.2 NOTICE OF PUBLIC SECTOR CONSIDERATION FOR AWARD

Consistent with the Financial Management Line of Business (FM-LoB) approach, EPA will consider offers submitted by Government designated Centers of Excellence for Financial Management as well as private sector providers as part of its best value determination. Public sector Centers of Excellence (COE) are the Department of Transportation, Department of the Interior's National Business Center, the General Services Administration, and the Department of Treasury's Bureau of the Public Debt. EPA will implement the guidelines included in the "Line of Business (LoB) Pilot Migration Guideline" included as Attachment 13 to the solicitation, and will utilize the following policies and procedures from Attachment B of OMB Circular A-76 to achieve a level playing field in a competition involving sources from both the public and private sectors:

Attachment B, Part D, paragraph 4.c- with the following exception:

The price proposal shall be prepared utilizing the same instructions as private sector offerors, and shall reflect the full cost to EPA of COE performance. Full cost of performance shall be consistent with the definition of cost realism in FAR Part 2 and with item 11 of Part II of the Due Diligence Checklist (Attachment 15). Use of Attachment C of A-76 to develop pricing proposals is not authorized.

Attachment B, Part D, Paragraph 5.c.(1)

Attachment B, Part D, Paragraph 5.c(4)(a)

Attachment B, Part D, Paragraph 6.c

Attachment B, Part D, Paragraph 6.d

Attachment B, Part F, Paragraph 1

Should a public sector COE be selected, the solicitation will be cancelled and the EPA will enter into an interagency agreement. The IAG will incorporate the winning proposal.

M.3 MINIMUM QUALIFICATIONS MATRIX

Each offeror's response to the Minimum Qualifications Matrix (Attachment 6 to the RFP) will be evaluated on a pass/fail basis. To be considered acceptable, the offeror must demonstrate that it can satisfy each requirement by responding with a "Yes" (Y), and by including the rationale to explain how the criterion is satisfied. If the offeror is unable to satisfy the requirement on any criterion, the response will be considered

unacceptable by the Government and will be assigned a rating of "fail".

**M.4 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED
PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.5 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

Minimum Qualifications Matrix

The Minimum Qualifications Matrix will be evaluated on a **pass/fail basis**, as set forth in the provision entitled "MINIMUM QUALIFICATIONS MATRIX". Offers which do not receive a rating of "pass" under this criterion are not eligible for award.

Factor 1 - Technical Merit

**375
Points**

Sub-Factor 1.A. - Technical and Functional Evaluation

**225
Points**

For the proposed Software Solution, EPA will evaluate:

- The Offeror's demonstrated understanding of EPA's FSMP objectives and business and technical environment from a functional perspective;
- The Offeror's thoroughness and rationale to support the recommended software solution and its components;
- The degree to which the Offeror's solution complies with the requirements specified in the Requirements Response Matrices;
- The degree to which the proposed solution can accommodate future requirements;
- The efficiency and effectiveness of the Offeror's release management approach for the proposed software, to determine product stability;
- The Offeror's commitment to the federal market and e-Government initiatives; (i.e., provides adapters to CCR, e-Travel, etc., sponsors user support groups, describes portion of budget applied to research and development activities);
- The ability of the proposed solution to fit within EPA Enterprise Architecture (refer to the CONOPs for further information on EPA Enterprise Architecture);
- The completeness and appropriateness of the portion of the Offeror's risk management plan applicable to the proposed software solution; and
- The validity and reasonableness of the Offeror's software solution assumptions.

For Implementation, EPA will evaluate:

- The Offeror's demonstrated understanding of the FSMP objectives and EPA's business and technical environment;
- The thoroughness and realistic nature of the proposed implementation schedule (e.g., activities, durations, dependencies, resources);
- Overall effectiveness and efficiency of the Offeror's approach to move EPA from the current to the future state and the rationale to support the approach;
- The thoroughness and effectiveness of the Offeror's proposed data migration and conversion strategy;
- The effectiveness and efficiency of the Offeror's technical approach for integrating the proposed components; and the approach for integrating the proposed components with non-FSMP systems (e.g., availability of pre-built integration adapters / connectors among components of solution and between solution and other applications);
- The extent to which the Offeror's approach meets Capability Maturity Model Integration (CMMI) Level 3 criteria. A copy of the most recent certification must be included in the response to the RFP. Other evidence may be provided, but will not have the weight of CMMI

certification;

- The completeness and appropriateness of the portion of the Offeror's risk management plan applicable to implementation; and
- The validity and reasonableness of the Offeror's implementation assumptions.

For Hosting, EPA will evaluate:

- The Offeror's self-evaluation against the Financial Management Line of Business, Center of Excellence, Due Diligence Checklist;
- The Offeror's self assessment against the Tier III criteria established by the Uptime Institute® ;
- The Offeror's most recent Type II SAS 70 evaluation;
- The Offeror's self assessment against the security controls for moderate baseline systems as defined in NIST 800-53;
- The completeness and appropriateness of the Offeror's proposed service level agreement;
- The release management methodology of upgrades and patches provided by the software vendor;
- The completeness and appropriateness of the portion of the Offeror's risk management plan applicable to the proposed hosting solution;
- The completeness and appropriateness of the Continuity of Operations Plan;
- Documentation supporting successful Disaster Recovery Plan Testing; and
- The validity and reasonableness of the Offeror's hosting assumptions.

All aspects of the QASP, except for criteria associated with Project Management (as articulated under Management Approach), will be evaluated under the technical and functional evaluation criterion. The Offeror's QASP will be evaluated based on the following criteria;

- Offeror's identification of meaningful, applicable performance standards that address EPA objectives;
- The reasonableness of the Offeror's Acceptable Quality levels and the likelihood that they will provide incentive for the successful offeror to perform at a high level;
- The reasonableness of the Offeror's proposed monitoring methods, including verifiability of the measures by EPA and a recommended approach that minimizes the burden on EPA;
- The reasonableness and effectiveness of the Offeror's overall

incentive strategy; and

- The soundness of the Offeror's plan to update the QASP throughout the life of the project.

Sub-Factor 1.B - Organizational Experience and Past Performance 94 Points

The Offeror's Organizational Experience and Past Performance will be evaluated based on the offeror's discussion of its organizational experience and information obtained from the Offeror's references and from other sources.

Organizational Experience- EPA will evaluate the Offeror's corporate experience with commensurate public sector projects of similar size, scope and complexity. In addition, EPA will evaluate the Offeror's experience with the components of the proposed solution. EPA may contact references to verify experience regarding contractors, subcontractors, and staff.

Past Performance- EPA will evaluate Offeror's corporate and individual past performance including the relevance of the references provided in comparison to EPA's FSMP scope, size and complexity and whether the Offeror has provided references that meet all of the required categories as outlined in the Instructions to Offerors. Substantially greater weight will be given to past performance in engagements involving the key personnel being proposed for the FSMP.

EPA will evaluate Offeror's past performance as a measure of the degree to which an Offeror and its proposed sub contractors and key personnel have satisfied its customers to include:

- the quality and timeliness of the work;
- ability to estimate costs accurately and to control those cost to stay within budget;
- business behavior and commitment to customer satisfaction; and
- technical and management capabilities.

Sub-Factor 1.C - Management Approach 56 Points

The Offeror's Management Approach will be evaluated based on the following:

The extent to which the Offeror's management approach demonstrates an understanding of the management complexities of the overall effort. Offerors will be evaluated on the quality and thoroughness of their management plan and how the supporting management structure will operate to meet the requirements of the contract.

Offerors will be evaluated on their ability to manage the project as evidenced by the adequacy of the detailed management and control plan/procedures proposed to include:

- The thoroughness and reasonableness of the risk management approach and mitigation strategies;
- The efficiency and effectiveness of the Offeror's Quality Control Plan to ensure quality and the achievement of FSMP objectives;
- The extent to which the Offeror's Partnership strategy demonstrates an understanding of the required collaboration and communication mechanisms necessary to efficiently and effectively manage the project;
- The extent to which the Offeror's staffing approach demonstrates an understanding of the resources necessary to support the overall FSMP solution and implementation. The reasonableness and suitability of the proposed mix of personnel (both in terms of labor categories and number of people) will be evaluated for realistic and appropriate nature.
- The Offeror's demonstration of its corporate commitment to the FSMP objectives by making the resulting contract a corporate priority;
- The Offeror's Quality Assurance Surveillance Plan (QASP) - The QASP criteria associated with Project Management, will be evaluated under Management Approach in accordance with the following criteria;
 - Offeror's include meaningful, applicable performance standards that address project management;
 - The reasonableness of the Offeror's Acceptable Quality levels and the likelihood that they will provide incentive for the successful offeror to perform at a high level; and
 - The reasonableness of the Offeror's proposed monitoring methods, including verifiability of the measures by EPA and a recommended approach that minimizes the burden on EPA.
- The validity and reasonableness of the management approach assumptions.
 EPA will evaluate the Offeror's proposed personnel to include:
 - The extent to which the Offeror's identification of key and non-key personnel demonstrates an understanding of the EPA environment and is consistent with the proposed solution.
 - Key Personnel and members of the proposed staff have experience in the implementation of the proposed solution;

*Key Personnel have the appropriate credentials (e.g. Project Manager is PMI-certified or equivalent). Equivalence should include education and experience equal to that required for PMI certification. See the PMI credentials handbook at:
http://www.pmi.org/info/PDC_PMPHandbook.pdf. Evidence of successful learning should be provided through successful completion of certificate exams by generally recognized project management institutions or relevant degree from

accredited institutions. Evidence of commitment to continuing education should also be provided.; and

*The proposed personnel are fully qualified to perform assigned functions based on their education, skills and experience.

-Proposed utilization of key personnel in performance of the effort; and

-The validity and reasonableness of the personnel assumptions.

Factor 2 - Oral Presentation and

**125
Points**

Solution Demonstration Evaluation (OP\SD)

EPA will evaluate the OP\SD based on the Offeror's overall understanding of the FSMP, the composition and demonstration of skills of the Offeror's team, and the ability of the solution (as demonstrated) to meet critical EPA needs described in the business scenarios provided to the Offerors.

Sub-Factor 2.A - Oral Presentation

25 Points

The Oral Presentation accounts for 20% of the OP\SD score. The oral presentation will be evaluated based on the following elements:

- The extent to which the presentation demonstrates the Offeror's understanding of e-gov initiatives;
- The extent to which the presentation demonstrates the Offeror's understanding of the FSMP requirements; and
- The extent to which the presentation demonstrates the Offeror's knowledge, expertise and ability to satisfy the goals and objectives of FSMP.

Sub-Factor 2.B - Solution Demonstration

**100
Points**

The Solution Demonstration accounts for 80% of the OP\SD score. The Solution Demonstration will be conducted to evaluate how the Offeror's solution meets the functional and technical requirements of this solicitation, as defined in the business scenarios. In addition, the demonstration will provide input for validating the accuracy of the offeror's response to the requirements response matrix. The Solution Demonstration will be evaluated based on the following elements:

- The quality of and extent to which the solution demonstrates the business scenarios and the Offeror's understanding of the business objectives of these scenarios;
- The extent to which the solution reflects the Offeror's knowledge, expertise and ability to satisfy the goals and objectives of FSMP;

- Navigation and ease of use qualities; and
- The effectiveness and performance of the Offeror's team during the demonstration.

M.6 EVALUATION OF SUBCONTRACTING PLANS

EPA will evaluate the adequacy of the Offeror's Subcontracting Plan on a pass/fail basis.

For private sector offerors, EPA will evaluate the adequacy of the Offeror's Subcontracting Plan based on the following:

- The extent to which the Offeror's Subcontracting Plan supports EPA's goals and objectives for small business including: small businesses, women owned, HUBZone, small disadvantaged businesses, and disabled veteran small businesses as subcontractor(s) for this project. (Refer to <http://www.epa.gov/osdbu/goals.htm> for Agency Goals).
- The adequacy of the Offeror's plan for coordination with or participation by the software vendor of the proposed core financial management software system;
- The complexity and variety of the work the subcontractor concerns are to perform; and
- The realism and appropriateness of the proposed use of subcontractor concerns in the performance of the contract.

Public sector offerors proposing to perform the FSMP effort entirely with Government employees are not required to submit a subcontracting plan. For public sector offerors utilizing subcontractors, EPA will evaluate the adequacy of the Offeror's Subcontracting Plan, based upon the following:

- The extent to which the offeror's subcontracting plan conforms to the offeror's agency goals for small and disadvantaged business utilization.
- The adequacy of the Offeror's plan for coordination with or participation by the software vendor of the proposed core financial management software system;
- The complexity and variety of the work the subcontractor concerns are to perform; and
- The realism and appropriateness of the proposed use of subcontractor concerns in the performance of the contract.

M.7 EVALUATION OF CONFLICT OF INTEREST PLAN

The Conflict of Interest Plan described in the Section L clause SUBMITTAL OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN will be evaluated as acceptable or

unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or an offeror's cost, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for award. Acceptability of an offeror's COI Plan will be considered a matter of responsibility under FAR 9.104.

ATTACHMENT 1

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). As required by clause L.17, in order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved* by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. In addition, when applicable, please also identify the version number and date of any previously submitted COI Plans to the Agency, to whom (name, title, and phone number) the COI Plan was submitted, what the solicitation(s)/contract(s) numbers were, and if and when the COI Plan was approved.

* COs may accept another CO's prior approval of the same version of a contractor's COI Plan when appropriate. COs however, are not required to accept another CO's decision if the CO performs his/her own independent evaluation.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. Corporate Structure

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section, a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will potentially be very useful to contracting officers and the Agency when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months from time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of a parents, affiliates, subsidiaries, or sister company's records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, or work pertaining to a CERCLA/RCRA action or work that may endanger a CERCLA enforcement action, to sign a personal certification. It should be noted however, that it is the preference of the Agency that ALL employees of the company be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI the individual may have on any work that may result in an actual or potential COI. The certification shall also state the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or

Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its' WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate who is the responsible official for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize or mitigate the conflict. In addition, a contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training, and that each employee receive COI awareness training, at least, on an annual basis. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all

subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

J. **Other Environmentally Regulated Activities**

The COI Plan shall provide relevant information about the contractor's on-going or past performance of environmentally-regulated activities and the impact that those activities could have on the firm's judgement and objectivity in performing the contract. Accordingly, for each of the task areas described in the SOO, the Contractor shall submit to EPA an analysis of the potential for any organizational conflict of interest (OCOI) that may occur during performance of the contract as a result of your firm's past or on-going performance of environmentally regulated activities. In particular, discuss any activities that are identified on databases such as, but not limited to, EPA's Enforcement and Compliance History Online database (<http://www.epa.gov/echo>) and EPA's Envirofacts Data Warehouse (http://www.epa.gov/enviro/html/multisystem_query_java.html). Should any such OCOIs be identified, the Contractor shall provide a plan to effectively avoid, neutralize, or mitigate the conflict.

ATTACHMENT 2

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested
are for appropriate purposes and in
accordance with the agreements set
forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the djustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the

original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.

- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 3

GOVERNMENT FACILITIES

THIS ATTACHMENT IS INCORPORATED BY REFERENCE. THE FULL TEXT OF THE
ATTACHMENT IS AVAILABLE ON THE EPA WEBSITE FOR THIS SOLICITATION:
http://www.epa.gov/oamhpod1/adm_placement/fsmp/index.htm

ATTACHMENT 4

CONCEPT OF OPERATIONS DOCUMENT

THIS ATTACHMENT IS INCORPORATED BY REFERENCE. THE FULL TEXT OF THE
ATTACHMENT IS AVAILABLE ON THE EPA WEBSITE FOR THIS SOLICITATION:
http://www.epa.gov/oamhpod1/adm_placement/fsmp/index.htm

ATTACHMENT 5

INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS

THIS ATTACHMENT IS INCORPORATED BY REFERENCE. THE FULL TEXT OF THE
ATTACHMENT IS AVAILABLE ON THE EPA WEBSITE FOR THIS REQUIREMENT:
http://www.epa.gov/oamhpod1/adm_placement/fsmp/index.htm

ATTACHMENT 6

MINIMUM QUALIFICATIONS MATRIX

THIS ATTACHMENT IS INCORPORATED INTO THE SOLICITATION BY REFERENCE. THE FULL TEXT OF THE ATTACHMENT IS AVAILABLE ON THE EPA WEBSITE FOR THE REQUIREMENT AT: http://www.epa.gov/oamhpod1/adm_placement/fsmp/index.htm

ATTACHMENT 7

REQUIREMENTS RESPONSE MATRICES

THIS ATTACHMENT IS INCORPORATED BY REFERENCE. THE FULL TEXT OF THE
ATTACHMENT IS AVAILABLE ON THE EPA WEBSITE FOR THIS SOLICITATION:
http://www.epa.gov/oamhpod1/adm_placement/fsmp/index.htm

ATTACHMENT 8

LABOR CATEGORIES

Program Manager

Functions: Performs management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities. Supervises program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements.

Qualifications: A Master's Degree in Computer Science, Mathematics, Engineering, Statistics or Business Administration from an accredited college or university and eight (8) years of management and supervisory experience including performance in each of the foregoing functions with respect to technical programs/projects or a Bachelor's Degree in Computer Science, Mathematics, Statistics, Engineering, Operations Research or Business Management from an accredited college or university and twelve (12) years of management and supervisory experience including performance in each of the foregoing functions with respect to technical programs/projects.

Project Manager

Functions: Acts as the overall lead, manager and administrator for the contract effort. Serves as the primary interface and point of contact with government authorities and representatives on technical and project issues. Responsible for business and financial, programmatic and administrative aspects of project performance (i.e., contractual, administrative, deliverables management, program performance metrics and financial management). Manages and supervises personnel involved in relevant areas of project activity. Supports the program and program manager in the program/project organization and metrics gathering and analysis. Establishes and maintains technical and financial reports in order to show progress to Program Manager and government program authorities (i.e., management and clients). Maintains client contact to ensure conformity to all contractual obligations. In conjunction with the program manager, supports the development, maintenance, and implementation of project management plans; a document that guides the performance of all functional activities performed on the individual work orders. Monitors and reports on program progress relative to program plans, (i.e., planned vs. actual), with respect to programmatic and financial baselines.

Qualifications: A Bachelors degree or demonstrated program experience in Accounting, Program Management, Information Systems, Electronic Publishing, Communications or related field. The Senior Program/Business Manager must have a minimum of ten (10) years of successful program/business management experience, three (3) of which shall be within the last five (5) years, on large government technical contracts. Project Management experience in the implementation of the proposed software solution in organizations of similar scope and size to EPA.. Must hold Project Management Institute Project Management Professional (PMP) certification or equivalent.

Functional Team Lead

Functions: Acts as the lead for the functional requirements of the implementation project; serves as the primary interface and point of contact on functional requirements issues. Supervises program/project operations by developing system engineering and management procedures, planning and execution of the engineering and technical effort. Responsible for monitoring and reporting progress, management of acquisition and employment of the program/project resources management and control of financial and administrative aspects of the program/project with respect to functional systems requirements.

Qualifications: A Bachelor's degree in a technical or management field and eight (8) years of recent experience performing functional requirement implementation. At least five (5) years of the total experience should consist of management and supervisory experience including the performance of functions with respect to software program/projects; at least two (2) years of the total experience spent as a team leader investigating large and complex problems. Demonstrates ability to make sound recommendations relevant to computing, quality control, analysis, and testing systems. Management experience in the last five years in implementing the software solution in organizations of similar scope and size to EPA.

Technical Team Lead

Functions: Acts as the lead for the technical requirements for the implementation project; serves as the primary interface and point of contact on technical issues. Supervises program/project operations by developing system engineering and management procedures, planning and execution of the engineering and technical effort. Responsible for monitoring and reporting progress, management of acquisition and employment of the program/project resources management and control of financial and administrative aspects of the program/project with respect to technical systems requirements.

Qualifications: A Bachelor's degree in a technical or management field and eight (8) years of recent experience performing technical requirement implementation. At least five (5) years of the total experience should consist of management and supervisory experience including the performance of functions with respect to software program/projects; at least two (2) years of the total experience spent as a team leader investigating large and complex problems. Demonstrates ability to make sound recommendations relevant to computing, quality control, analysis, and testing systems. Management experience in the last five years in implementing the software solution in organizations of similar scope and size to EPA.

Business Process Re-Engineering Expert

Functions: Serves as a subject matter expert in business process review and improvement. Leads a group of analysts in evaluating analytically and systematically problems of workflow, organization, and planning and develops appropriate corrective action. Applies business process improvement practices, to reengineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with the configuration information management guiding principles, cost savings, and open architecture objectives. Responsible for assessment of

products and or procedures for compliance with government standards, accounting principles, internal controls, and multi-tiered system application standards. Manages completion of work within the time frame specified by the government ensuring that all requirements are met. Prepares milestone status reports and presentations for colleagues, subordinates, and end user representatives.

Qualifications: A Bachelors degree with eight (8) years of financial management experience, including at least five (5) years of increasing responsibilities as a team leader or first level supervisor. Experienced in financial management with demonstrated ability to supervise or lead a team of financial analysts is required. Possesses a thorough knowledge of Federal financial and accounting policies and systems requirements. Must be able to grasp interrelationships between financial management requirements and automated solutions, considering the current system environment and the potential integration of added systems. Management experience in the last five years in implementing the software solution in organizations of similar scope and size to EPA.

Senior Financial Systems Analyst

Functions: Manages a team of analysts in optimizing and automating complex business practices given deadlines and milestones specified by the government. Directs the gathering of user requirements and translation into workable automated solutions. Assesses products and procedures for compliance with government standards, accounting principles, internal controls, and multi-tiered system application standards. Leads all stages of a project's life cycle, including the creation and monitoring of schedules, requirements documentation, systems design and specifications, and project status reporting.

Qualifications: A Bachelors degree or related experience with eight (8) years of combined financial management and systems engineering experience. Experience in Financial Management/Accounting for the Federal Government. Possess a thorough knowledge of Federal financial and accounting systems and current technological environments such as the Internet, Client/Server, and Object Oriented related systems. Must demonstrate an in-depth knowledge of database architectures, object oriented design, and systems implementation.

Financial Systems Analyst

Functions: Provides financial and administrative direction in optimizing and automating complex business practices given deadlines and milestones specified by the government. Conducts the gathering of user requirements and translation into workable automated solutions. Assesses products and procedures for compliance with government standards, accounting principles, internal controls, and multi-tiered system application standards. Participates in all stages of a project's life cycle, including the creation and monitoring of schedules, requirements documentation, systems design and specifications, and project status reporting.

Qualifications: A Bachelors degree or related experience with six (6) years of combined financial management and systems engineering experience. Experience in Financial Management/Accounting for the Federal Government. Possesses a thorough knowledge of Federal financial and accounting systems and current technological environments such as the Internet, Client/Server, and Object Oriented related systems. Must demonstrate knowledge of database architectures, object oriented design, and systems implementation.

Quality Assurance Manager

Functions: Establishes and maintains a process for evaluating software and associated documentation. Determines the resources required for quality control. Maintains the level of quality throughout the software life cycle. Conducts formal and informal reviews at pre-determined points throughout the development life cycle.

Qualifications: A Bachelors degree in Computer Science, Information Systems, Engineering, Business, or other related discipline may be substituted for two (2) years experience. A minimum of eight (8) years experience, three (3) of which shall be within the last five (5) years in Configuration Management, verification and validation, software testing and integration, software metrics and their application to software quality assessment. General experience includes increasing responsibilities in quality assurance and quality control.

Quality Assurance Analyst

Functions: Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Program and/or Project Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.

Qualifications: Bachelors degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position requires a minimum of six (6) years experience, three (3) of which shall be within the last five (5) years and at least three (3) years must be specialized. Specialized experience includes: analysis and design of business applications on complex systems for large-scale computers or data base management. Has knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs. General experience includes increasing responsibilities in assignments of a technical nature. Proven ability to work independently or under only general direction on complex application problems involving all phases of systems analysis is required.

Project Control Analyst

Functions: Oversees financial management and administrative information and activities, such as budgeting, manpower and resource planning, and financial reporting. Performs complex evaluations of existing procedures, processes, techniques, models, and/or systems related to management problems or contractual issues, which would require a report and recommend solutions. Develops work breakdown structures, prepare charts, tables, graphs, and diagrams to assist in analyzing problems.

Qualifications: Minimum of six (6) years experience, three (3) of which shall be within the last five (5) years in preparation and analysis of financial statements, development of complex project schedules, in general accounting and management activities. A Bachelors degree in Business, Accounting, Computer Science, Information Systems, Engineering, or other related discipline may be substituted for three years experience.

Technical Writer/Editor

Functions: Develops, drafts, revises, and edits reports, articles, manuals, specifications, presentation materials, and other technical documents, using rough outlines and materials. Interprets information obtained through research and provided by technical specialists. Applies knowledge of documentation content and format standards to prepare, edit, and publish technical materials.

Qualifications: High School diploma or equivalent with at least three (3) years of experience performing the foregoing technical writing/editing functions.

Documentation Specialist

Functions: Applies knowledge of word processing to perform page layouts, graphics layouts, and proper selection and use of English language and grammar to develop, draft, edit, and revise User Manuals, Operating Guides, Reports, and presentation materials for corporate and/or stand alone computing applications.

Qualifications: A High School diploma or equivalent and one (1) year of experience performing typing and/or word processor functions.

Clerk Typist

Functions: Prepares periodic or special reports of workload and information from records and files using PC-based word processing software, such as Microsoft Word or WordPerfect. Performs related clerical duties such as answering telephone, referring callers or furnishing information, maintaining files, operating copying machine and distributing or preparing documents to be mailed.

Qualifications: High School diploma or equivalent with a minimum of one (1) year within the last three (3) years, direct experience in the area outlined above.

Senior Information Engineer

Functions: Mentors government task leaders and acts as project manager directing the efforts of other IE categories. Has full life-cycle experience and expertise in all areas of the IE Methodology. Plans and manages projects schedules, directs the work of other contractors, provides quality assurance reviews, and provides consulting services during the planning, analysis, and design phases of information engineering.

Qualifications: A Bachelors degree in Software Engineering with a minimum of (ten) 10 years of demonstrated experience, three (3) of which shall be within the last five (5) years in Software engineering and program management all of the areas outlined above.

Lead Information Engineer

Functions: Performs information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, system upgrades and documentation preparation. Implements information engineering projects, systems analysis, design and programming using CASE and IE tools and methods, systems planning, business information planning, and business analysis. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and

modern business methods and performance measurement techniques. Assists in establishing standards for information systems procedures. Manages planned projects for overall installation of application and network systems. Develops action plans with milestones for system upgrades. Provides technical leadership for analysis, integration and support of new products, interfaces and performance enhancements. Analyzes and resolves system software issues. Administers accounts and system access as needed. Assists with the development of training curriculum for customer orientation and use of new and improved systems. Also assists with application customization through process analysis and workflow development including advising customers of database file & table configuration best practices.

Qualifications: A Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or equivalent and five (5) years of general experience. Specific experience in the following is required: applying business process improvement practices to re-engineer methodologies/principles and business process modernization projects, developing and applying organization-wide information plans and models for use in designing and building integrated, shared software and database management systems, and constructing logical business improvement opportunities consistent with corporate Information Management guiding principles, cost savings, and open system architecture objectives. Possesses the ability to work independently.

Information Engineer

Functions: Works with SQL and third/fourth generation languages in the design and implementation of systems and using database management systems. Possesses ability to assume increasing responsibilities in information engineering activities. Knowledgeable of applicable standards and provides general technical support.

Qualifications: A Bachelor's Degree in Computer Science, Information Systems, Engineering, Business or equivalent and 1 year of general experience is required. Analyzes and studies complex information system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools. Provides input to estimate software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. May manage, coordinate, or install system upgrades. May provide system analysis and integration and oversee system operations. Often assists with monitoring system performance and security and sets up terminal/printer queues. Provides in-service support for proper use of system software, hardware, or applications and provides Tier 1 technical support. Works independently under minimal supervision. Six (6) years of general experience is equivalent to a Bachelor's degree. With a Master's degree, no experience is required.

Senior Application Engineer

Functions: Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

Qualifications: A Bachelors degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. Position requires a minimum of eight (8) years experience managing or performing software engineering activities, of which at least five (5) years must be specialized and three (3) of which shall be within the last five (5) years.

Specialized experience includes: demonstrated experience working with SQL, and third/fourth generation languages in the design and implementation of systems and using database management systems. General experience includes increasing responsibilities in software engineering activities. Knowledgeable of applicable standards and supervisory skills is required.

Senior Computer Software Systems Specialist

Functions: Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas of office automation and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, integrating software, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

Qualifications: A Bachelors degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst. At least five (5) years of experience performing the foregoing functions.

Senior Software Architect

Functions: Establishes system information requirements using analysis of the information engineers in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE) Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management solution of the application platform, across the application program interface (API), and the external environment/software application. Ensures that the common operating environment is architecturally compliant. Evaluates analytically and systematically problems of work flows, organization, and planning and develops appropriate corrective action. Provides daily supervision and direction to staff.

Qualifications: A Bachelor' Degree in Computer Science, Information Systems, Engineering, or other related discipline. The Senior Systems Architect must have a minimum of ten (10) years experience with three (3) of the last five (5) years in supervision of system architects, use of structured analysis, design methodologies and design tools and other design techniques. Must have experience with object-oriented principles, and the logical and physical functional, operational, and technical architecture of large and complex information systems. An advanced degree in Computer

Science, Information Systems, Engineering, or other related discipline may be substituted for two years of experience.

Computer Applications Specialist

Functions: Applies knowledge of automated data processing (ADP) functions, hardware and software systems operation, and computer programming languages and techniques, and software applications products to produce technical or management information products. Uses standard database, spreadsheet, or document-producing software applications programs on microcomputer, minicomputer, or mainframe computer systems. Designs and formats databases and input screens. Searches, queries, or compiles data, creating reports or other documents to meet user requirements. Writes and debugs flow charts, code, programs, or routines in fourth generation languages. Maintains and manages databases, files, and back-ups. Operates computer terminals printers, plotters, and other peripheral hardware, entering commands and data required to control their operation. Prepares software change requests and trouble reports. Prepares user manuals, advises, and/or trains users on new software system operations.

Qualifications: A High School diploma or equivalent, and four (4) years of experience performing the foregoing functions.

Computer Specialist/Programmer

Functions: Applies knowledge of computer science principles, information management principles, data processing functions, ADP hardware and software systems structures and operations, and computer programming languages and techniques to solve automation problems. Applies scientific, engineering or business objectives by writing, modifying, or adapting computer programs in machine level, assembly, and third or fourth generation programming languages. Interfaces with and uses minicomputer and mainframe computer systems in addressing project objectives. Uses standard or conventional approaches to define, plan, organize, design, develop, modify, test and integrate database or data processing systems, computer hardware systems, and simulation models. Assists in formulating architectural design, functional specification, interfaces and documentation of hardware or software systems. Uses detailed specifications and adapt standardized techniques, methods, criteria and precedents to develop or modify portions of a system or program. Responsible for segments or phases of broader, more complex projects.

Qualifications: A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and four (4) recent years of experience performing the foregoing functions or a High School diploma and eight recent (8) years of experience performing the foregoing functions. At least two (2) years of the foregoing experience must have been in programming.

Junior Computer Specialist/Programmer

Functions: Applies knowledge of computer science principles, information management principles, data processing functions, ADP hardware and software systems structures and operations, and computer programming languages and techniques to solve automation problems. Applies scientific, engineering or business objectives by writing, modifying, or adapting computer programs in machine level, assembly, and third or fourth generation programming languages. Interfaces with and uses microcomputer and mainframe computer

systems in addressing project objectives. Uses standard or conventional approaches to define, plan, organize, design, develop, modify, test and integrate data base or data processing systems, computer hardware systems, and simulation models. Assists in formulating architectural design, functional specification, interfaces and documentation of hardware or software systems. Uses detailed specifications, and adapts standardized techniques, methods, criteria and precedents to develop or modify portions of a system or program.

Qualifications: A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university or a High School diploma and four (4) years of experience performing the foregoing functions.

Computer Security Systems Specialist

Functions: Analyzes and defines security requirements for Multilevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses and assessments.

Qualifications: A Bachelors degree in Electrical Engineering, Information Science, Information Systems, Computer Science, Physics, Math, or other related discipline may be substituted for three (3) years experience. A minimum of eight years, three (3) of which shall be in defining computer security requirements for high level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

Data Base Management Specialist

Functions: Provides highly technical expertise in the use of DBMS. Evaluates and recommends available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications.

Qualifications: A Bachelors degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. The position requires a minimum of six (6) years experience, of which at least four (4) years must be specialized and three (3) of which shall be within the last five (5) years. Specialized experience-e includes: demonstrated experience using current DBMS's technologies, application design utilizing various DBMS and experience with DBMS internals. General experience includes increasing responsibilities in DBMS systems analysis and programming. Demonstrated ability to work independently or under only general direction.

Help Desk Manager

Functions: Provides daily supervision and direction to staff that are responsible for phone and in-person support to users in the areas of directories, automated processes, and applications developed or deployed under this contract. This position serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Qualifications: A Bachelors degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. This position requires a minimum of seven (7) years experience, of which at least five (5) years must be specialized and three (3) of which shall be within the

last five (5) years. Specialized experience includes: management of help desks in a multi-server environment, comprehensive knowledge of application operating systems, and networking, and supervision of help desk employees. General experience includes information systems development, network and other work in the client/server field, or related fields. Demonstrated ability to communicate orally and in writing and a positive customer service attitude.

Help Desk Specialist

Functions: Provides phone and in-person support to users in the areas of directories, automated processes, and applications developed or deployed under this contract. Serves as a technical point of contact for troubleshooting hardware/software problems.

Qualifications: An Associate's Degree in Computer Science, Information Systems, Engineering, Business, or other related discipline is required. This position requires a minimum of five (5) years experience, three (3) of which shall be within the last five (5) years and at least three (3) years must be specialized. Specialized experience includes: knowledge of application operating systems, as well as networking and work on a help desk. General experience includes information systems development and other work in the client/server field, or related fields. Demonstrated ability to communicate orally and in writing and a positive customer service attitude.

System Operator

Functions: Monitors and supports computer processing. Coordinates input, output, and file media. Distributes output and controls computer operation, which may be mainframe, mini, or client/server based.

Qualifications: An Associate Degree in Computer Science, Information Systems, Engineering, Business, or other related discipline. A minimum of three (3) years experience, three (3) of which shall be within the last five (5) years in operating a large-scale computer system or a multi-server local area network. Must demonstrate sufficient knowledge of programming to understand how programs use computer hardware.

System Engineer

Functions: Supports server technical administration operations, including installing and maintaining the hardware in support of data systems. Provides expertise in configuration, security, system monitoring and performance. Analyzes hardware and software performance problems and recommends hardware and software improvements.

Qualifications: An Associate's Degree in Computer Science, Information Systems, Engineering, Business, or other related discipline is required. This position requires a minimum of five (5) years experience, three (3) of which shall be within the last five (5) years and at least three (3) years must be specialized. Specialized experience includes: knowledge of application operating systems and operating a large-scale computer system or a multi-server network. General experience includes information systems development and other work in the client/server field, or related fields. Must demonstrate sufficient knowledge of programming to understand how programs use computer hardware.

Senior Systems Analyst

Functions: Applies logical analyses or test and evaluation on all programs within the contractual scope. Performs comprehensive analyses of

hardware/software concepts, designs and test requirements. Reviews, analyzes, integrates and conducts test and evaluation of contractor or Government generated source data and develops interim documentation. Performs system concept formulation, system design analysis and subsystems design analysis. Responsible for developing project plans, guidelines and controls.

Qualifications: A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and eight (8) years of experience performing the foregoing functions or a High School diploma and twelve (12) years of experience performing the foregoing functions.

Systems Analyst

Functions: Applies logical analyses or test and evaluation on all programs within the contractual scope. Performs comprehensive analyses of hardware/software concepts, designs and test requirements. Reviews, analyzes, integrates and conducts test and evaluation of contractor or Government generated source data and develops interim documentation. Performs system concept formulation, system design analysis and subsystems design analysis. Responsible for segments or phases of broader, more complex projects.

Qualifications: A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university and four (4) years of experience performing the foregoing functions or a High School diploma and ten (10) years of experience performing the foregoing functions.

Junior Systems Analyst

Functions: Applies logical analyses or test and evaluation on all programs within the contractual scope. Performs comprehensive analyses of hardware/software concepts, designs and test requirements. Reviews, analyzes, integrates and conducts test and evaluation of contractor or Government-generated source data and develops interim documentation. Performs system concept formulation, system design analysis and subsystems design analysis.

Qualifications: A Bachelor's degree in Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or related field from an accredited college or university and two (2) years of experience performing the foregoing functions or a High School diploma and six (6) years of experience performing the foregoing functions.

Training Specialist

Functions: Conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

Qualifications: Bachelor's Degree or equivalent with a minimum of four (4) years of general experience. Four (4) years of general experience is considered equivalent to a Bachelor's Degree.

Senior Trainer

Functions: Identifies, develops, implements, and conducts training and instruction of technical-based subject matter related to computer hardware/software, communications, local and wide area networking, Internet, video, imaging, business processes, Government regulations, procurement/acquisition, strategic planning, etc., as required for a particular situation. Designs, develops, prepares and refines training curriculum and course materials for various classroom and other instructional environments.

Qualifications: Bachelor's Degree or equivalent with a minimum of four (4) years of general experience. Experienced in supervision of Training Specialists in the instruction of individual trainees as well as whole classes of students in a variety of technical-based subject matter. Is intimately knowledgeable in the subject matters for which he/she is developing curriculum. Possesses skills and knowledge in computer-based and multimedia training environments. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, four (4) years of general experience is required. With a PhD, two (2) years of general experience is required.

Trainer

Functions: Conducts the research necessary to develop and revise training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

Qualifications: A High School diploma or equivalent with a minimum of four (4) years experience, three (3) of which shall be within the last five (5) years in developing and providing technical and end-user training on computer hardware and application software, information systems development, training. A Bachelors in any field is required.

ATTACHMENT 9

FIXED RATE LABOR RATES

FIXED RATE LABOR RATES - FOR USE IN T&M, LABOR HOURS AND FFP TASK ORDERS (DOES NOT INCLUDE ODCs)

Job Title	1-12 mos.	13-24 mos.	25-36 mos.	37-48 mos.	49-60 mos.	61-72 mos.	73-84 mos.	85-96 mos.	97-108 mos.	109-120 mos.
Program Manager										
Project Manager										
Functional Team Lead										
Technical Team Lead										
Business Process Re-Engineering Expert										
Senior Financial Systems Analyst										
Financial Systems Analyst										
Quality Assurance Analyst										
Project Control Analyst										
Technical Writer/Editor										
Documentation Specialist										
Clerk Typist										

Job Title	1-12 mos.	13-24 mos.	25-36 mos.	37-48 mos.	49-60 mos.	61-72 mos.	73-84 mos.	85-96 mos.	97-108 mos.	109-120 mos.
Senior Information Engineer										
Lead Information Engineer										
Information Engineer										
Senior Application Engineer										
Senior Computer Software Systems Specialist										
Senior Software Architect										
Computer Applications Specialist										
Computer Specialist/Programmer										
Junior Computer Specialist/Programmer										
Computer Security Systems Specialist										
Data Base Management Specialist										
Help Desk Manager										

Job Title	1-12 mos.	13-24 mos.	25-36 mos.	37-48 mos.	49-60 mos.	61-72 mos.	73-84 mos.	85-96 mos.	97-108 mos.	109-120 mos.
Help Desk Specialist										
System Operator										
System Engineer										
Senior Systems Analyst										
Systems Analyst										
Junior Systems Analyst										
Training Specialist										
Senior Trainer										
Trainer										

ON-SITE FIXED RATE LABOR RATES - FOR USE IN T&M, LABOR HOURS AND FFP TASK ORDERS (DOES NOT INCLUDE ODCs)

Job Title	1-12 mos.	13-24 mos.	25-36 mos.	37-48 mos.	49-60 mos.	61-72 mos.	73-84 mos.	85-96 mos.	97-108 mos.	109-120 mos.
Program Manager										
Project Manager										
Functional Team Lead										
Technical Team Lead										
Business Process Re-Engineering Expert										
Senior Financial Systems Analyst										
Financial Systems Analyst										
Quality Assurance Analyst										
Project Control Analyst										
Technical Writer/Editor										
Documentation Specialist										

Job Title	1-12 mos.	13-24 mos.	25-36 mos.	37-48 mos.	49-60 mos.	61-72 mos.	73-84 mos.	85-96 mos.	97-108 mos.	109-120 mos.
Clerk Typist										
Senior Information Engineer										
Lead Information Engineer										
Information Engineer										
Senior Application Engineer										
Senior Computer Software Systems Specialist										
Senior Software Architect										
Computer Applications Specialist										
Computer Specialist/Programmer										
Junior Computer Specialist/Programmer										
Computer Security Systems Specialist										
Data Base Management Specialist										

Job Title	1-12 mos.	13-24 mos.	25-36 mos.	37-48 mos.	49-60 mos.	61-72 mos.	73-84 mos.	85-96 mos.	97-108 mos.	109-120 mos.
Help Desk Manager										
Help Desk Specialist										
System Operator										
System Engineer										
Senior Systems Analyst										
Systems Analyst										
Junior Systems Analyst										
Training Specialist										
Senior Trainer										
Trainer										

ATTACHMENT 10

EPA LEGACY SYSTEM TABLE

EPA Legacy System Table-

As part of its price proposal, the offeror shall identify the operations and maintenance (O&M) cost for any EPA legacy systems proposed under the offeror's software solution. For proposal preparation and evaluation purposes only, the offeror shall insert the following maintenance costs (prorated by number of months) for EPA legacy systems which are included in the offeror's software solution:

Existing EPA Financial Systems	Annual Operations and Maintenance Cost
Budget Automation System (BAS)- BAS is an EPA designed and developed system which integrates the Agency's planning, budgeting, execution, and related reporting functions.	\$1.3 Million
Contract Payment System (CPS)- CPS processes payments for EPA contracts and supports and electronic interface to the Department of the Treasury as well as the Integrated Financial Management System (IFMS).	\$0.5 Million
Integrated Financial Management System (IFMS)- IFMS is the EPA's core financial system. It supports budget execution and accounting functions, such as updating all ledgers and tables and transactions are processed; and generates source data for preparing financial statements and budgetary reports.	\$6.1 Million
Management Accounting and Reporting System (MARS)- MARS is a reporting application that produces both ad-hoc and standard reports supporting the IFMS system.	\$1.5 Million
Superfund Cost Recovery Package and Image On-Line System (SCORPIOS)- SCORPIOS summarizes the dollars spend on Superfund clean up sites and supports the recovery of those costs.	\$1.5 Million
Financial Data Warehouse (FDW)- FDW is a collection of EPA financial data in an Oracle database. The FDW collects information from the EPA's financial information systems. Information in the data warehouse is available to EPA users in two options: through the RTP Intranet by selecting from a list of reports, or through direct access by using Lotus Approach, Impromptu, MS Access, and other tools.	\$0.4 Million
ORD Management Information System (OMIS)/Integrated Resource Management System (IRMS)- OMIS/IRMS provides for the integration of research planning, budget formulation, budget execution, and strategic plan management, to meet needs not fulfilled by existing OCFO systems (e.g., IFMS, BAS). It also tracks spending including commitments, obligations, and payments at a detailed level.	\$0.9 Million

<p>Property Systems-</p> <p>Property Management Database (PMD) PMD is a COTS-based web-based server application that supports day-to-day property management activities, such as property assignments, transfers, and disposals. PMD manages personal property accountability and resource reutilization within EPA. PMD generates electronic forms to support specific transactions, as well as incorporates workflow notification mechanisms.</p> <p>Property Inventory- Property Inventory is comprised of the SYMBOL hardware and Data Logger software. SYMBOL scans EPA barcodes/decals to confirm the existence of EPA personal property. This data is loaded into IFMS via the Data Logger software.</p> <p>Strategic Lease and Asset Tracking Enterprise (SLATE)- SLATE is a COTS-based web-based server application that manages real property.</p>	\$0.2 Million
<p>Workload and Billing System (WBS)- WBS is a custom-built server application that provides billing for technology and postage services for the entire Agency.</p>	\$0.2 Million

<p>Other Financial Systems -</p> <p>Asbestos Receivable Tracking System (ARTS) - ARTS is a microcomputer database application that records and tracks repayments on EPA asbestos removal loans.</p> <p>Bankcard - The Bankcard Payment System is a custom-built application that records all EPA purchase card transactions and allocates transactions for processing into IFMS.</p> <p>Fellowship Payment System (FPS) - FPS records payment schedules for Fellowship Recipients and prepares stipend and tuition payments to students and universities.</p> <p>Grant Payment Allocation System (GPAS) - GPAS provides a web-based grant payment workload allocation and identifies lines of accounting which are not yet "accepted" by the grantee.</p> <p>Inter-Agency Document Online Tracking System (IDOTS) - IDOTS tracks payments for interagency agreements.</p> <p>Management Audit Tracking System (MATS) - The MATS is a stand-alone application used to collect, integrate, analyze, track and report audit findings and corrective action plans, as required by the Inspector General Act Amendments of 1988.</p> <p>Small Purchase Information Tracking System (SPITS) - The SPITS application is used to support the processing of small purchase payments.</p>	\$0.2 Million
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As an example, if an offeror expected to replace the EPA Property Systems with a vendor-owned or third-party system on month 30 of the contract, the 1-12 month cost would be \$200,000. The 13-24 month cost would be \$200,000. The 25-36 month cost would be \$83,333.00 (\$200,000/12 x 5 months).

EPA Legacy System	1-12 Months	13-24 Months	25-36 Months	37-48 Months	49-60 Months	61-72 Months	73-84 Months	85-96 Months	97-108 Months	109-120 Months
BAS										

CPS										
IFMS										
MARS										
SCORPIOS										
FDW										
OMIS/IRMS										
Property Systems (PMD, Property Inventory, SLATE)										
WBS										
Other Financial Systems- (ARTS, Bankcard, FPS, GPAS, IDOTS, MATS, SPITS)										

Subtotal Price										
Total Price										

PR-HQ-05-12521

ATTACHMENT 11

CLIENT AUTHORIZATION LETTER

[Addressee]

Dear (*Client's name*):

We are currently responding to the Environmental Protection Agency RFP No. PR-HQ-05-10651 for the procurement of technical support for the Implementation of Programs for Stratospheric Protection. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The EPA requires offerors to inform references identified in proposals that EPA personnel may contact them about past performance information.

If you are contacted by EPA personnel for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to the EPA's inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(*offeror's point-of-contact*)

Sincerely,

ATTACHMENT 12

PAST PERFORMANCE QUESTIONNAIRE

THIS ATTACHMENT IS INCORPORATED BY REFERENCE. THE FULL TEXT OF THE ATTACHMENT IS AVAILABLE ON THE EPA WEBSITE FOR THIS SOLICITATION: http://www.epa.gov/oamhpod1/adm_placement/fsmp/index.htm

ATTACHMENT 13

OMB LOB MIGRATION LETTER

THIS ATTACHMENT IS INCORPORATED BY REFERENCE. THE FULL TEXT OF THE ATTACHMENT IS AVAILABLE ON THE EPA WEBSITE FOR THIS SOLICITATION: http://www.epa.gov/oamhpod1/adm_placement/fsmp/index.htm

ATTACHMENT 14

NON-DISCLOSURE AND DISPOSITION OF SENSITIVE INFORMATION CERTIFICATIONS

CERTIFICATION OF RECEIPT OF EPA SENSITIVE INFORMATION

Agency sensitive information, further identified as:

Agency Network Security Policy, Order Number 2195.1A4

Is requested by _____, an authorized
representative of _____, which
hereby agrees:

- (1) to secure handling and appropriate usage of these materials and not to disclose this information to any other party,
- (2) to destroy or return these materials, along with all reproductions, upon award of a contract or interagency agreement resultant from the FSMP RFP, and
- (3) to submit the attached statement to the contracting officer upon destruction or return of these materials.

Date: _____

Certifying Official: _____

Title: _____

CERTIFICATION OF DISPOSITION OF EPA SENSITIVE INFORMATION

Agency sensitive information, further identified as:

Agency Network Security Policy, Order Number 2195.1A4

along with all reproductions, was destroyed/returned to EPA on

by _____, an authorized

representative of _____.

Date: _____

Certifying Official: _____

Title: _____

ATTACHMENT 15

DUE DILIGENCE CHECKLIST

THIS ATTACHMENT IS INCORPORATED BY REFERENCE. THE FULL TEXT OF THE ATTACHMENT IS AVAILABLE ON THE EPA WEBSITE FOR THIS SOLICITATION: http://www.epa.gov/oamhpod1/adm_placement/fsmp/index.htm

ATTACHMENT 16

SOLUTION DEMONSTRATION--BUSINESS SCENARIOS

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